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books in "frontier" or "backwoods" states, and that "books that are referred to nowadays as a laughing stock by intelligent teachers are foisted upon whole states for a series of years;" *held*, to constitute an actionable libel. Libelous matter regarding the method of transacting one's business is actionable without the allegation of special damage.

Libel and Slander—Words Actionable per se.—Squires v. State, 45 S. W. (Texas) 147. To send out a circular letter purported to be issued and signed by a nominee for office, and directed to the opposing party, wherein the nominee is represented as renouncing the principles of the party which he is openly espousing, and advocating those of the opposing party and requesting its support; *held*, to constitute libel, as calculated to bring such nominee into contempt of honorable persons, but not as representing him to be a person unworthy of holding public office.

MISCELLANEOUS.

Game—Contract for Storage During "Closed Season"—Validity.—Haggerty et al. v. St. Louis Ice Manufacturing and Storage Co. 44 S. W. (Mo.) 1114. Where a statute prohibits the killing of certain game a. certain times of the year, and further makes it a misdemeanor for any person to have in his possession during the "closed season" any of the specified game; *held*, that a contract to store such game during the "closed season" and to re-deliver it at the beginning of the "open season," was void and could not be enforced. *Sprague v. Rooney*, 104 Mo. 360, 16 S. W. Rep. 505.

Agency—Contract of Agent with Third Party.—Culver v. Nester, 74 N. W. (Mich.) 532. An attorney with the knowledge and assent of his client made a contract with a third party by the terms of which he was to receive a commission if he brought about an auction sale by order of court of certain property in litigation claimed by his client, and the third party succeeded in buying the property at or below a certain price. *Held*, not void as in restraint of free bidding, as the third party was not restricted to the price named. The assent of the client who apparently wished the attorney to get his pay from the commission rather than to pay him directly prevents the contract from being void as bringing the interests of principal and agent into conflict.

Constitutional Law—Due Process of Law—Compensation for Corporate Franchises.—Newburyport Water Co. v. City of Newburyport, 85 Fed. Rep. 723. A statute under which a water company is in effect compelled to convey its plant to a city under threat of municipal competition, and which provides that in case the parties could not agree as to the price to be paid, the Supreme Court might appoint a commission to determine the value of said property, but such value to be reckoned "without enhancement on account of future earning capacity or good will, or on account of the franchise of said company;" *held*, to be void as providing for the taking of property without due compensation. The fact that the company elected to sell under this statute, and petitioned the court to appoint the appraisers, *held* not to preclude it from maintaining a bill in a Federal court to test the validity of the statute.

Equity—Mistake of Law—Constructive Notice.—Kelly v. Ct. Mut. Life Ins. Co., 59 N. Y. Supp. 139. Testator had made a policy payable to his son and then changed it, making it payable to his legal representatives. The son, as executor, had distributed the proceeds of the policy to the estate's creditors,